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12 SAM'S CLUB

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15 **UNITED STATES DISTRICT COURT**  
16 **CENTRAL DISTRICT OF CALIFORNIA**

17  
18 GUADALUPE QUIROZ, an adult  
19 individual

20 Plaintiff,

21 vs.

22 SAM'S CLUB, a division of Walmart  
23 Inc., and DOES 1 TO 10 inclusive

24 Defendants.

25 Case No.: 5:25-cv-00509 SVW (SPx)  
26 Hon. Stephen V. Wilson

27  
28 **STIPULATED PROTECTIVE  
ORDER**

29 Action Filed: June 6, 2024  
30 Removal Filed: February 25, 2025

31 The following parties, GUADALUPE QUIROZ and SAM'S CLUB, by their  
32 undersigned counsel, have and hereby stipulate and agree to entry of the following  
33 Stipulated Protective Order and to abide by the following terms:

34 1. A. **PURPOSES AND LIMITATIONS**

35 Discovery in this action is likely to involve production of confidential,  
36 proprietary, or private information for which special protection from public disclosure  
37 and from use for any purpose other than prosecuting this litigation may be warranted.  
38 Accordingly, the parties hereby stipulate to and petition the Court to enter the  
39 following Stipulated Protective Order. The parties acknowledge that this Order does

1 not confer blanket protections on all disclosures or responses to discovery and  
2 that the protection it affords from public disclosure and use extends only to the limited  
3 information or items that are entitled to confidential treatment under the applicable  
4 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,  
5 that this Stipulated Protective Order does not entitle them to file confidential  
6 information under seal; Civil Local Rule 79-5 sets forth the procedures that must  
7 be followed and the standards that will be applied when a party seeks permission from  
8 the court to file material under seal.

9       B. GOOD CAUSE STATEMENT

10       This action is likely to involve trade secrets, customer and pricing lists  
11 and other valuable research, development, commercial, financial, technical  
12 and/or proprietary information for which special protection from public disclosure  
13 and from use for any purpose other than prosecution of this action is warranted. Such  
14 confidential and proprietary materials and information consist of, among other  
15 things, confidential business or financial information, information regarding  
16 confidential business practices, or other confidential research, development, or  
17 commercial information (including information implicating privacy rights of third  
18 parties), information otherwise generally unavailable to the public, or which may be  
19 privileged or otherwise protected from disclosure under state or federal statutes, court  
20 rules, case decisions, or common law. Accordingly, to expedite the flow of  
21 information, to facilitate the prompt resolution of disputes over confidentiality of  
22 discovery materials, to adequately protect information the parties are entitled to keep  
23 confidential, to ensure that the parties are permitted reasonable necessary uses of such  
24 material in preparation for and in the conduct of trial, to address their handling at the  
25 end of the litigation, and serve the ends of justice, a protective order for such  
26 information is justified in this matter. It is the intent of the parties that information  
27 will not be designated as confidential for tactical reasons and that nothing be so  
28 designated without a good faith belief that it has been maintained in a confidential,

1 non-public manner, and there is good cause why it should not be part of the public  
2 record of this case.

3 2. **DEFINITIONS**

4 2.1 **Action:** *Guadalupe Quiroz v. Sam's Club. et al.*, removed to the Central  
5 District of California, Case No. 5:25-cv-00509 SVW (SPx).

6 2.2 **Challenging Party:** a Party or Non-Party that challenges the designation  
7 of information or items under this Order.

8 2.3 **"CONFIDENTIAL" Information or Items:** information (regardless of  
9 how it is generated, stored or maintained) or tangible things that qualify for  
10 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the  
11 Good Cause Statement.

12 2.4 **Counsel:** Outside Counsel of Record and House Counsel (as well as their  
13 support staff).

14 2.5 **Designating Party:** a Party or Non-Party that designates information or  
15 items that it produces in disclosures or in responses to discovery as  
16 "CONFIDENTIAL."

17 2.6 **Disclosure or Discovery Material:** all items or information, regardless  
18 of the medium or manner in which it is generated, stored, or maintained (including,  
19 among other things, testimony, transcripts, and tangible things), that are produced or  
20 generated in disclosures or responses to discovery in this matter.

21 2.7 **Expert:** a person with specialized knowledge or experience in a matter  
22 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
23 an expert witness or as a consultant in this Action.

24 2.8 **House Counsel:** attorneys who are employees of a party to this Action.  
25 House Counsel does not include Outside Counsel of Record or any other outside  
26 counsel.

27 2.9 **Non-Party:** any natural person, partnership, corporation, association, or  
28 other legal entity not named as a Party to this action.

1           2.10 Outside Counsel of Record: attorneys who are not employees of a  
2 party to this Action but are retained to represent or advise a party to this Action and  
3 have appeared in this Action on behalf of that party or are affiliated with a law firm  
4 which has appeared on behalf of that party, and includes support staff.

5           2.11 Party: any party to this Action, including all of its officers, directors,  
6 employees, consultants, retained experts, and Outside Counsel of Record (and their  
7 support staffs).

8           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
9 Discovery Material in this Action.

10          2.13 Professional Vendors: persons or entities that provide litigation support  
11 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
13 and their employees and subcontractors.

14          2.14 Protected Material: any Disclosure or Discovery Material that is  
15 designated as “CONFIDENTIAL.”

16          2.15 Receiving Party: a Party that receives Disclosure or Discovery  
17 Material from a Producing Party.

18          3. SCOPE

19          The protections conferred by this Stipulation and Order cover not only  
20 Protected Material (as defined above), but also (1) any information copied or  
21 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
22 compilations of Protected Material; and (3) any testimony, conversations, or  
23 presentations by Parties or their Counsel that might reveal Protected Material. The  
24 material expected to fall within the protection of this Stipulation and Order are:  
25 Walmart policies and procedures related to store and bathroom maintenance, response  
26 to incidents occurring within stores, and incident reporting. This Stipulation and Order  
27 also is expected to protect proprietary and confidential store management and incident  
28 reporting protocols expected to be sought by Plaintiff via a deposition of a person most

1 knowledgeable. This information needs protection as it involves trade secrets that  
2 could be damaging to Walmart's financial health if disclosed to the general public. A  
3 Court order is necessary to ensure protection as it will provide the greatest protections  
4 against any potential disclosures.

5 Any use of Protected Material at trial shall be governed by the orders of the  
6 trial judge. This Order does not govern the use of Protected Material at trial.

7 **4. DURATION**

8 Once a case proceeds to trial, all of the information that was designated as  
9 confidential, or maintained/produced pursuant to this protective order, or in similar  
10 fashion any document for which it claims protection under this Order, becomes public  
11 and will be presumptively available to all members of the public, including the press,  
12 unless compelling reasons supported by specific factual findings to proceed otherwise  
13 are made to the trial judge in advance of the trial. See Kamakana v. City and County  
14 of Honolulu, 447 F.3d 1172, 1180-81 (9<sup>th</sup> Cir. 2006) (distinguishing "good cause"  
15 showing for sealing documents produced in discovery from "compelling reasons"  
16 standard when merits-related documents are part of court record). Accordingly, the  
17 terms of this protective order do not extend beyond the commencement of the trial.

18 **5. DESIGNATING PROTECTED MATERIAL**

19 **1. 5.1 Exercise of Restraint and Care in Designating Material for**  
20 **Protection**. The Responding Party shall mark as "confidential" or "produced pursuant  
21 to protective order" or in some similar fashion any document for which it claims  
22 protection under this order. The documents, things and information contained in them  
23 or gleaned from them shall only be used, shown and disclosed only as provided in this  
24 order. The term "confidential documents and information" as used in this order shall  
25 be construed to include the documents and materials so marked, and their content,  
26 substance and the information contained in or gleaned from them. The term shall also  
27 be construed to include any summaries, quotes, excerpts and/or paraphrases of the  
28 documents, things or information. The designation shall be made in good faith and

1 shall not be made with respect to any document which is in the public domain, such as  
2 patents, or any other document which has previously been produced or disseminated  
3 without confidentiality protection.

4       5.2 Manner and Timing of Designations. Except as otherwise provided in  
5 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
7 under this Order must be clearly so designated before the material is disclosed or  
8 produced.

9           Designation in conformity with this Order requires:

10          (a) for information in documentary form (e.g., paper or electronic  
11 documents, but excluding transcripts of depositions or other pretrial or trial  
12 proceedings), that the Producing Party affix at a minimum, the legend  
13 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
14 contains protected material. If only a portion or portions of the material on a page  
15 qualifies for protection, the Producing Party also must clearly identify the protected  
16 portion(s) (e.g., by making appropriate markings in the margins).

17           A Party or Non-Party that makes original documents available for inspection  
18 need not designate them for protection until after the inspecting Party has indicated  
19 which documents it would like copied and produced. During the inspection and before  
20 the designation, all of the material made available for inspection shall be deemed  
21 “CONFIDENTIAL.” After the inspecting Party has identified the documents  
22 it wants copied and produced, the Producing Party must determine which documents,  
23 or portions thereof, qualify for protection under this Order. Then, before producing the  
24 specified documents, the Producing Party must affix the  
25 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
26 portion or portions of the material on a page qualifies for protection, the Producing  
27 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
28 markings in the margins).

(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material.

Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

6.3 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

1           7. ACCESS TO AND USE OF PROTECTED MATERIAL

2           7.1 Basic Principles. A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a Non-Party in connection with this  
4 Action only for prosecuting, defending, or attempting to settle this Action. Such  
5 Protected Material may be disclosed only to the categories of persons and under the  
6 conditions described in this Order. When the Action has been terminated, a  
7 Receiving Party must comply with the provisions of section 13 below (FINAL  
8 DISPOSITION).

9           Protected Material must be stored and maintained by a Receiving Party at a  
10 location and in a secure manner that ensures that access is limited to the persons  
11 authorized under this Order.

12           7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
13 otherwise ordered by the court or permitted in writing by the Designating Party, a  
14 Receiving Party may disclose any information or item designated  
15 “CONFIDENTIAL” only to:

16           (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
17 as employees (including attorneys and non-employee attorneys) of said Outside  
18 Counsel of Record to whom it is reasonably necessary to disclose the information for  
19 this Action;

20           (b) the officers, directors, and employees (including House Counsel) of the  
21 Receiving Party to whom disclosure is reasonably necessary for this Action;

22           (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure  
23 is reasonably necessary for this Action and who have signed the  
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25           (d) the court and its personnel;

26           (e) court reporters and their staff;

27           (f) professional jury or trial consultants, mock jurors, and Professional Vendors  
28 to whom disclosure is reasonably necessary for this Action and who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (g) the author or recipient of a document containing the information or a  
3 custodian or other person who otherwise possessed or knew the information;

4 (h) during their depositions, witnesses ,and attorneys for witnesses, in the  
5 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
6 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
7 not be permitted to keep any confidential information unless they sign the  
8 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
9 agreed by the Designating Party or ordered by the court. Pages of transcribed  
10 deposition testimony or exhibits to depositions that reveal Protected Material may be  
11 separately bound by the court reporter and may not be disclosed to anyone except as  
12 permitted under this Stipulated Protective Order; and

13 (i) any mediator or settlement officer, and their supporting personnel,  
14 mutually agreed upon by any of the parties engaged in settlement discussions.

15 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
16 **PRODUCED IN OTHER LITIGATION**

17 If a Party is served with a subpoena or a court order issued in other litigation  
18 that compels disclosure of any information or items designated in this Action as  
19 “CONFIDENTIAL,” that Party must:

20 (a) promptly notify in writing the Designating Party. Such notification shall  
21 include a copy of the subpoena or court order;

22 (b) promptly notify in writing the party who caused the subpoena or order to  
23 issue in the other litigation that some or all of the material covered by the  
24 subpoena or order is subject to this Protective Order. Such notification shall include a  
25 copy of this Stipulated Protective Order; and

26 (c) cooperate with respect to all reasonable procedures sought to be pursued  
27 by the Designating Party whose Protected Material may be affected.

28 If the Designating Party timely seeks a protective order, the Party served with

1 the subpoena or court order shall not produce any information designated in this  
2 action as “CONFIDENTIAL” before a determination by the court from which the  
3 subpoena or order issued, unless the Party has obtained the Designating Party’s  
4 permission. The Designating Party shall bear the burden and expense of seeking  
5 protection in that court of its confidential material and nothing in these provisions  
6 should be construed as authorizing or encouraging a Receiving Party in this Action to  
7 disobey a lawful directive from another court.

8       9       9.       A       NON-PARTY’S       PROTECTED       MATERIAL       SOUGHT  
9       TO       BE PRODUCED IN THIS LITIGATION

10      (a)     The terms of this Order are applicable to information produced by a Non-  
11 Party in this Action and designated as “CONFIDENTIAL.” Such information  
12 produced by Non-Parties in connection with this litigation is protected by the remedies  
13 and relief provided by this Order. Nothing in these provisions should be construed as  
14 prohibiting a Non-Party from seeking additional protections.

15      (b)     In the event that a Party is required, by a valid discovery request, to  
16 produce a Non-Party’s confidential information in its possession, and the Party is  
17 subject to an agreement with the Non-Party not to produce the Non-Party’s  
18 confidential information, then the Party shall:

19           (1) promptly notify in writing the Requesting Party and the Non-Party  
20 that some or all of the information requested is subject to a confidentiality  
21 agreement with a Non-Party;

22           (2) promptly provide the Non-Party with a copy of the Stipulated  
23 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
24 specific description of the information requested; and

25           (3) make the information requested available for inspection by the  
26 Non-Party, if requested.

27           (c) If the Non-Party fails to seek a protective order from this court within 14  
28 days of receiving the notice and accompanying information, the Receiving Party may

1 produce the Non-Party's confidential information responsive to the discovery request.  
2 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce  
3 any information in its possession or control that is subject to the confidentiality  
4 agreement with the Non-Party before a determination by the court. Absent a court  
5 order to the contrary, the Non-Party shall bear the burden and expense of seeking  
6 protection in this court of its Protected Material.

7       10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

8       If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
9 Protected Material to any person or in any circumstance not authorized under this  
10 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
11 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
12 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
13 persons to whom unauthorized disclosures were made of all the terms of this Order,  
14 and (d) request such person or persons to execute the "Acknowledgment and  
15 Agreement to Be Bound" that is attached hereto as Exhibit A.

16       11. INADVERTENT PRODUCTION OF PRIVILEGED OR  
17 OTHERWISE PROTECTED MATERIAL

18       When a Producing Party gives notice to Receiving Parties that certain  
19 inadvertently produced material is subject to a claim of privilege or other protection,  
20 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
21 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
22 may be established in an e-discovery order that provides for production without  
23 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar  
24 as the parties reach an agreement on the effect of disclosure of a communication or  
25 information covered by the attorney-client privilege or work product protection, the  
26 parties may incorporate their agreement in the stipulated protective order submitted  
27 to the court.

28       12. MISCELLANEOUS

1           12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
2 person to seek its modification by the Court in the future.

3           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
4 Protective Order no Party waives any right it otherwise would have to object to  
5 disclosing or producing any information or item on any ground not addressed in this  
6 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
7 ground to use in evidence of any of the material covered by this Protective Order.

8           12.3 Filing Protected Material. A Party that seeks to file under seal any  
9 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
10 only be filed under seal pursuant to a court order authorizing the sealing of the  
11 specific Protected Material at issue. If a Party's request to file Protected Material  
12 under seal is denied by the court, then the Receiving Party may file the information  
13 in the public record unless otherwise instructed by the court.

14           13. FINAL DISPOSITION

15           After the final disposition of this Action, as defined in paragraph 4, within 60  
16 days of a written request by the Designating Party, each Receiving Party must return  
17 all Protected Material to the Producing Party or destroy such material. As used in this  
18 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
19 summaries, and any other format reproducing or capturing any of the Protected  
20 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
21 must submit a written certification to the Producing Party (and, if not the same person  
22 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
23 category, where appropriate) all the Protected Material that was returned or  
24 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
25 abstracts, compilations, summaries or any other format reproducing or capturing any  
26 of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain  
27 an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
28 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert

1 reports, attorney work product, and consultant and expert work product, even if such  
2 materials contain Protected Material. Any such archival copies that contain or  
3 constitute Protected Material remain subject to this Protective Order as set forth in  
4 Section 4 (DURATION).

5 14. Any violation of this Order may be punished by any and all appropriate  
6 measures including, without limitation, contempt proceedings and/or monetary  
7 sanctions.

8

9 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

10 Dated: March 27, 2025

11 **BURGER, MEYER & D'ANGELO, LLP**

12 

13 David J. Viray, Esq.  
14 Attorney for Defendant  
15 SAM'S CLUB

16 Dated: March 27, 2025

17 **PHILOMENA N. NZEGGE & ASSOCIATES**

18 

19 Philomena N. Nzegge, Esq.  
20 Attorney for Plaintiff  
21 Guadalupe Quiroz

22 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

23

24 Dated: April 18, 2025

25   
26 Magistrate Judge Sheri Pym

1 EXHIBIT A

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
5 that I have read in its entirety and understand the Stipulated Protective Order that  
6 was issued by the United States District Court for the Central District of California  
7 on [date] in the case of **Guadalupe Quiroz v. Sam's Club et al., 5:25-cv-00509**  
8 **SVW (SPx)**. I agree to comply with and to be bound by all the terms of this  
9 Stipulated Protective Order and I understand and acknowledge that failure to so  
10 comply could expose me to sanctions and punishment in the nature of contempt. I  
11 solemnly promise that I will not disclose in any manner any information or item that  
12 is subject to this Stipulated Protective Order to any person or entity except in strict  
13 compliance with the provisions of this Order. I further agree to submit to the  
14 jurisdiction of the United States District Court for the Central District of California  
15 for the purpose of enforcing the terms of this Stipulated Protective Order, even if  
16 such enforcement proceedings occur after termination of this action. I hereby  
17 appoint \_\_\_\_\_ [print or type full name] of  
18 \_\_\_\_\_ [print or type full address and  
19 telephone number] as my California agent for service of process in connection with  
20 this action or any proceedings related to enforcement of this Stipulated Protective  
21 Order.  
22 Date: \_\_\_\_\_  
23 City and State where sworn and signed: \_\_\_\_\_  
24  
25 Printed name: \_\_\_\_\_  
26  
27 Signature: \_\_\_\_\_  
28